



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

 *
 Declaratory Judgment *
 *
 GROVETON TEACHERS ASSOCIATION, NEA/NH *
 *
 SCHOOL ADMINISTRATIVE UNIT 58 *
 *
 Joint Petitioners *
 *

CASE NO. T-0268:5
 DECISION NO. 85-52

FINDINGS OF FACT

In 1978 a teacher was hired by SAU 58 as a Special Education Teacher with a work assignment of Groveton Elementary School within the Northumberland School District.

SAU 58 established the terms and conditions of employment for this teacher.

In 1982 Special Education teachers within SAU 58 became the responsibility of local school districts.

Prior to the 1982-1983 school year, the public employer for Special Education teachers within SAU 58 was SAU 58.

Starting with the school year 1982-1983, the public employer for Special Education teachers within SAU 58 is the school district within which the teacher works.

Groveton Teachers Association, NEA/NH was issued certification as exclusive bargaining agent with the Northumberland School District for "all professional employees including teachers..." on October 29, 1976. (emphasis added)

No PELRB record exists of a petition to modify the bargaining unit to capture the change in circumstances which occurred in 1978 when SAU 58 hired two special education teachers and assigned one of them to a work site within the Northumberland School District.

The definition of Seniority for members of the Northumberland School District bargaining unit is contained in what appears to be an incorrectly number article in the collective bargaining agreement between the Groveton Teachers Association and the Northumberland School Board dated September 1, 1982 through August 31, 1984.

Starting on page 19, Article VIII, which appears as though it should read Article XIII, Section B 2 in part reads "Failure to renominate shall be in the inverse order of their most recent continuous term of employment in the district". (emphasis added) The same article and section continues "Approved leaves of absence do not break a continuous term of employment". Section C of that article states "Seniority shall be carried by the teacher district wide".

Membership in a union does not require membership in a bargaining unit. Eligibility criteria for membership in a union is a function vested in the union consistent with applicable laws. Benefits, other than collective bargaining rights, can be provided by organizations to entice membership; i.e. certain insurances, legal representation services, etc.

There is no indication in the pleadings of either party that the language defining seniority has significantly changed from the period in question (1978 through 1982) or that SAU 58 was a party to the collective bargaining agreement.

The pleadings lead this Board to believe the parties attempted to negotiate a resolution to this question of one employee's seniority status and were unsuccessful.

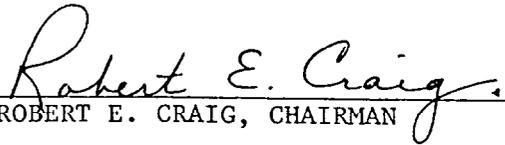
DECLARATORY JUDGMENT

PELRB issues the following:

The terms and conditions of employment including the method of calculating seniority are established in the collective bargaining agreement between Groveton Teachers Association and Northumberland School Board.

Creditable employment time for seniority purposes of any employee within the bargaining unit is restricted by the collective bargaining agreement to only time employed by the Northumberland School District.

The employee in question has been employed by the Northumberland School District effective the beginning of the 1982-1983 school year.


ROBERT E. CRAIG, CHAIRMAN

Signed this 26th day of June, 1985.

By unanimous decision. Chairman Robert E. Craig presiding. Members Seymour Osman, Richard Roulx and Russell Verney present and voting.